

1. Name of Registrant

RUDER FINN & ROTMAN

2. Registration No.

1481

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for \_\_\_\_\_

☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.

☒ Other purpose (specify) To register work to be done on behalf of Hoya Corporation.

☐ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list-

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

Ruder Finn & Rotman has been retained on behalf of Hoya Corporation. Ruder Finn & Rotman responsibilities include counseling, creating, planning and working on specific public relations projects; preparation of written and other public relations materials, representing Hoya Corporation to the public, as its agent and reporting on progress and achievements in a manner to be mutually agreed upon.

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DEC 23 2 38 PM '85  
INTERNAL SECURITY  
REGISTRATION

The undersigned swear(s) or affirm(s) that he has ~~(they have)~~ read the information set forth in this amendment and that he is ~~(they are)~~ familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his ~~(their)~~ knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Subscribed and sworn to before me at New York, New York  
this 12<sup>th</sup> day of December, 19 85  
Elizabeth Fishtein  
(Notary or other officer)

My commission expires \_\_\_\_\_

ELIZABETH FISZTEIN  
Notary Public, State of New York  
No. 4718467  
Qualified in New York County  
Commission Expires March 30, 1986

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant RUDER FINN & ROTMAN, INC. 110 East 59th Street New York, New York 10022	2. Registration No. 1481
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3. Name of foreign principal Hoya Corporation	4. Principal address of foreign principal 7-5 Naka-Ochiai 2-chome, Shinjuku-ku Tokyo, 161, Japan
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5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☒ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☒ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) \_\_\_\_\_

☐ Individual—State his nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Manufacturer of crystals.

b) Is this foreign principal

- Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Financed by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☒
- Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒
- Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

**Hoya Corporation is a private corporation which is owned by its shareholders.**

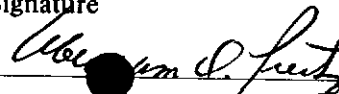
Date of Exhibit A

December 5, 1985

Name and Title

Abraham D. Peritz, Treasurer

Signature



INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
RUDER FINN & ROTMAN, INC.	HOYA CORPORATION

Check Appropriate Boxes:

- ☐ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
  - ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
  - ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

As outlined in contract


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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

As outlined in contract

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☐ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
December 5, 1985	Abraham D. Peritz, Treasurer	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



INTERNAL SECURITY  
SECTION  
REGISTERED

## RUDER FINN & ROTMAN

DEC 23 2 39 PM '85

AGREEMENT BETWEEN RUDER FINN & ROTMAN INC. AND HOYA CORPORATION

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CRIMINAL DIVISION

Date: October 1, 1985

- (1) Hoya Corporation has retained Ruder Finn & Rotman Inc. as its public relations counsel effective October 1, 1985.
- (2) Public relations services to be provided by Ruder Finn & Rotman include counseling, creating, planning and working on specific public relations projects; preparation of written and other public relations materials, representing Hoya Corporation to the public, as its agent and reporting on progress and achievements in a manner to be mutually agreed upon.
- (3) Ruder Finn & Rotman, Inc. will be paid for its services at the monthly rate of \$7,000 for October, \$12,000 for November, \$12,000 for December and \$6,000 each for January through September, 1986. This monthly fee will be billed on the first day of each month, and payment will be during that month.

The monthly fee above will pay for staff time at the hourly rates of the people who work on the program.

- (4) Out of pocket disbursements for or on behalf of or for the benefit of Hoya Corporation will be billed at the end of each month. Disbursements falling into Group A, below, will be billed to you at cost, and those in Group B, which increase our overhead costs, will be billed at a markup of 20 percent.

GROUP A

Telephone & Facsimile  
Clipping Service  
Travel  
Copying  
Press Conferences  
Postage  
Business Entertainment  
Miscellaneous

GROUP B

Art Work  
Printing  
Photography  
Mailings  
Mat Services  
Mass Script Service  
TV Films  
Surveys and Research

The out-of-pocket expenses for the initial three months will not exceed \$25,000. The out-of-pocket expenses for a period of nine months from January through September, 1986 will not exceed \$19,000.

- (5) Hoya Corporation agrees to deposit with Ruder Finn & Rotman \$3,000 to be used as a revolving credit against which out of pocket disbursements may be paid. Hoya Corporation agrees to reimburse this fund each month in the amount of such out-of-pocket charges. Ruder Finn & Rotman agrees to refund promptly any unspent balance remaining therein at the completion of this agreement or extension thereof.



- (6) Services rendered by all present or future subsidiaries or affiliates of Ruder Finn & Rotman, and which are not specifically covered by the financial portion of this agreement, will require a separate budget agreement when such services are called for. The cost of such services may be billed, as you prefer, as part of the Ruder Finn & Rotman monthly invoice or as separate subsidiary invoices.
- (7) Hoya Corporation agrees to and hereby does indemnify Ruder Finn & Rotman against any damages, cost and expenses, including reasonable attorney's fees, incurred in defending against any action arising out of the release of materials previously cleared and approved for and on behalf of Hoya Corporation and Hoya Corporation hereby expressly holds Ruder Finn & Rotman, Inc. harmless from any such damages, costs and expenses.
- (8) At any time after the first three months of this agreement, this agreement can be cancelled by either party on 90 days advance notice in writing.
- (9) Terms and conditions specified above are renegotiable, whenever the two parties deem necessary.

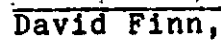
Signed by:

Hoya Corporation



M. Ohara  
Manager of Foreign Trade Dept.

Ruder Finn & Rotman

  
David Finn,  
Chairman